

**FILED**

NOV 30 2017

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO CA

Robin Wilson  
3027 25<sup>th</sup> Street  
San Francisco CA 94110  
415-670-0763

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

In re:  
ROBIN ELAINE WILSON,  
Debtor.

JUDITH BOLTER,  
Plaintiff,  
v.  
ROBIN ELAINE WILSON,  
Defendant

CASE NO.: 16-31073 DM

ADV. NO. 17-03073

CHAPTER 7

**Plaintiff response to COMPLAINT  
OBJECTING TO DISCHARGE AND  
TO DETERMINE  
DISCHARGEABILITY OF DEBT**

Defendant Robin Wilson, hereby submits its Answer to the claims of Plaintiff Judy Bolter. The paragraph numbering of the responses below corresponds with the same numbering sequence of the paragraphs in Ms. Bolters claims, so that any given numbered paragraph below is the response to the same numbered paragraph in the Claims.

1.

1. Defendant Robin Elaine Wilson is the debtor in case no. 16-31073, currently pending in this district.

2. Plaintiff Judith Bolter is a creditor with a claim partially secured by a deed of trust on the property at 3027 25<sup>th</sup> St./1303 Alabama St., ("25<sup>th</sup> St. Property") and was unaware that she was a plaintiff in this lawsuit until Ms Wilson informed her on November 28, 2017. This lawsuit was filed by her attorneys without the claimed plaintiff's knowledge.

**ANSWER TO COUNTERCLAIMS**

Case No. 16-31073 DM

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- 3. Ms Wilson denies each and every such allegation.
- 4. Wilson incorporates by reference her response above to paragraph 1-3
- 5. Ms Wilson agrees with this paragraph.
- 6.. Ms Wilson denies the allegations of this paragraph.
- 7. Ms Wilson denies the allegations of this paragraph.
- 8. Ms Wilson denies the allegations of this paragraph.
- 9. Ms Wilson denies the allegations of this paragraph.
- 10. Ms Wilson denies the allegations of this paragraph.
- 11. Ms Wilson denies the allegations of this paragraph.
- 12. Wilson incorporates by reference her response above to paragraph 1-3
- 13. Ms Wilson denies the allegations of this paragraph.
- 14. Ms Wilson denies the allegations of this paragraph.
- 15. Wilson incorporates by reference her response above to paragraph 1-3
- 16. Ms Wilson denies the allegations of this paragraph.
- 17. Ms Wilson denies the allegations of this paragraph.
- a) Wilson is without knowledge or information to form a belief as to the truth of these allegations and therefore denies each and every allegation.
- 18. Ms Wilson denies the allegations of this paragraph.
- 19. Ms Wilson denies the allegations of this paragraph.
- 20. Ms Wilson denies the allegations of this paragraph.
- 21. Wilson incorporates by reference her response above to paragraph 1-3
- 22. Ms Wilson does not deny this paragraph.
- 23. Ms Wilson denies the allegations of this paragraph..
- 24. Wilson incorporates by reference her response above to paragraph 1-3
- 25. Ms Wilson does not deny this paragraph.
- 26. Ms Wilson denies the allegations of this paragraph.

1                   27.     Ms Wilson denies the allegations of this paragraph.  
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4                                   Further Statements of Defense  
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6     Wilson kept detailed records of spending and reported income and expenditures to the court  
7     through filing monthly schedules and bank records. Bolter has access to these records and these  
8     records were provided to her. Any accusation by Bolter to the contrary is false and pure  
9     fabrication.

10    Wilson turned in every document available to her as requested by the court. Wilson did not  
11    convert cash collateral for her own use. Any claims by Plaintiff are no more than claims and  
12    accusations and not based on anything real. Any amounts of money toward the first deed of trust  
13    would not impact Bolter's claim she has no claim on the real property that is collectable. The  
14    first deed of trust holds all value in the property.

15    Bolter was not informed that her attorneys were foreclosing and when she found out put an end to  
16    it by cancelling the foreclosure so any chance of ever collecting money off the property has been  
17    rejected by Bolter herself. That along with everything in this lawsuit and the other lawsuits  
18    regarding this case have been run by criminal attorneys falsely using the name a of woman who  
19    has no involvement. This is just one of many cases where they have lied and stolen from woman  
20    and because this is true, Wilson requests this entire case be dismissed.  
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1 As a Fifth Affirmative Defense to the Claims, WILSON alleges that the losses or damages  
2 of which BOLTER complains, if any, were proximately caused by the acts or omissions of  
3 BOLTER or other third parties instead of by WILSON. Therefore, BOLTER's recovery, if any,  
4 from WILSON must be zero whether intentional or negligent, that is attributable to BOLTER or  
5 other persons.  
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7 **FIFTH AFFIRMATIVE DEFENSE**

8 (Unclean Hands)

9 As a Sixth Affirmative Defense to the Claims, WILSON alleges that BOLTER's claims,  
10 and relief or recovery in this matter are barred, in whole or in part, by its unclean hands.  
11

12 **SIXTH AFFIRMATIVE DEFENSE**

13 (Estoppel)

14 As a Seventh Affirmative Defense to the Claims, WILSON alleges that BOLTER's  
15 claims, and relief or recovery in this matter are barred, in whole or in part, by the doctrine of  
16 estoppel.

17 **SEVENTH AFFIRMATIVE DEFENSE**

18 (Laches)

19 As an Eighth Affirmative Defense to the Claims, WILSON alleges that BOLTER's claims and  
20 relief or recovery in this matter are barred, in whole or in part, by the doctrine of laches.  
21

22 **EIGHTH AFFIRMATIVE DEFENSE**

23 (Waiver)

24 As a Ninth Affirmative Defense to the Claims, WILSON alleges that BOLTER's claims, and  
25 relief or recovery in this matter are barred, in whole or in part, by the doctrine of waiver.  
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27 **NINTH AFFIRMATIVE DEFENSE**

28 (Ratification)

1 As a Tenth Affirmative Defense to the Claims, WILSON alleges that BOLTER ratified  
2 the matters in the Claims and that said ratification bars BOLTER's claims and hence BOLTER is  
3 barred, in whole or in part, from any relief and/or recovery herein.

4 **TENTH AFFIRMATIVE DEFENSE**

5 (Consent)

6 As an Eleventh Affirmative Defense to the Claims, WILSON alleges that at all times  
7 mentioned BOLTER consented to the acts and the events set forth in the Claims.  
8

9 **ELEVENTH AFFIRMATIVE DEFENSE**

10 (Discharge of Obligation)

11 As a Twelfth Affirmative Defense, WILSON alleges that any alleged obligations of  
12 WILSON to BOLTER have been discharged by operation of law.  
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14 **TWELVTH AFFIRMATIVE DEFENSE**

15 (Action Filed in Bad Faith)

16 As a Thirteenth Affirmative Defense, WILSON alleges that it is informed and believes  
17 that BOLTER has filed the Claims in bad faith.

18 **THIRTEENTH AFFIRMATIVE DEFENSE**

19 (Good Faith)

20 As a Fourteenth Affirmative Defense, WILSON alleges that it acted in good faith in the  
21 propriety of the acts and/or omissions that BOLTER alleges in its Claims are attributable to  
22 WILSON.  
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24 **FOURTEENTH AFFIRMATIVE DEFENSE**

25 (Assumption of Risk)

26 As a Fifteenth Affirmative Defense, WILSON alleges that, without intending limitation,  
27 BOLTER knowingly, willingly, and voluntarily assumed the risk of any and all harm of which it  
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1 now alleges in its Claims against WILSON.

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3 **FIFTHTEENTH AFFIRMATIVE DEFENSE**

4 (No Damages or Other Relief)

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6 As a Sixteenth Affirmative Defense, WILSON alleges, without intending limitation, that  
7 BOLTER has not suffered any damage or any other loss (actual or otherwise) caused by the acts  
8 or omissions of WILSON that are alleged in BOLTER's Claims.

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10 **SIXTEENTH AFFIRMATIVE DEFENSE**

11 (Fraud and Misrepresentation)

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13 As a Seventeenth Affirmative Defense, WILSON alleges that the alleged obligations  
14 which are the subject of the instant action were procured by fraud and misrepresentation by  
15 BOLTER. Therefore, BOLTER's claims, and relief or recovery in this matter are barred, in  
16 whole or in part.

17 **SEVENTEENTH AFFIRMATIVE DEFENSE**

18 (Illegality)

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20 As an Eighteenth Affirmative Defense, WILSON alleges that the alleged obligations  
21 which are the subject of the instant action are illegal. Therefore, BOLTER's claims, and relief or  
22 recovery in this matter are barred, in whole or in part.

23 **EIGHTEENTH AFFIRMATIVE DEFENSE**

24 (Payment)

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26 As a Nineteenth Affirmative Defense, WILSON alleges that BOLTER has received  
27 payment relating to its claims, which are the subject of the instant action. Therefore, BOLTER's  
28 claims, and relief or recovery in this matter, must be reduced accordingly.

1 **NINETEENTH AFFIRMATIVE DEFENSE**

2 (Lack of Capacity to Sue)

3 As a Twenty-First Affirmative Defense, WILSON alleges that BOLTER lacks the  
4 capacity to sue WILSON.  
5

6 **TWENTYTH AFFIRMATIVE DEFENSE**

7 (Judicial Estoppel)

8 As a Twenty-Second Affirmative Defense, WILSON alleges that BOLTER's claims, and  
9 relief or recovery in this matter are barred, in whole or in part, by judicial estoppel.  
10

11 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

12 (Adequate Remedy at Law)

13 As a Twenty-Third Affirmative Defense, WILSON alleges that BOLTER's claims for  
14 unfair business practices and related remedies in the form of, including, but not limited to,  
15 restitution and injunction are barred, in whole or in part, because it has an adequate remedy at  
16 law.  
17

18 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

19 (*In Pari Delicto*)

20 As a Twenty-Fourth Affirmative Defense, WILSON alleges that BOLTER's claims, and  
21 relief or recovery in this matter, are barred, in whole or in part, by the doctrine of *in pari delicto*.  
22

23 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

24 (Voluntary Payment)

25 As a Twenty-Fifth Affirmative Defense, WILSON alleges that BOLTER voluntarily paid  
26 WILSON under its alleged claim of right to that payment and/or with knowledge of facts relating  
27 to its alleged claim of right to that payment.  
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**TWENTY-FOURTH AFFIRMATIVE DEFENSE**



(Conduct Not Unfair)

As a Twenty-Sixth Affirmative Defense, WILSON alleges that BOLTER's claims and relief or recovery in this matter are barred, in whole or in part, because the acts and/or omissions that BOLTER alleges are attributable to WILSON are not "unfair" within the meaning of Business and Professions Code section 17200, *et seq.*

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

(Conduct not "Fraudulent" or "Likely to 'Mislead/Deceive'")

As a Twenty-Eighth Affirmative Defense, WILSON alleges that BOLTER's claims and relief or recovery in this matter are barred, in whole or in part, because the acts and/or omissions that BOLTER alleges are attributable to WILSON were not fraudulent, did not mislead or deceive, and/or were not likely to mislead or deceive BOLTER. Moreover, WILSON had no intent to defraud, mislead, or deceive BOLTER.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

(Conduct Not "Unlawful")

As a Twenty-Ninth Affirmative Defense, WILSON alleges that BOLTER's claims and relief or recovery in this matter are barred, in whole or in part, because the acts and/or omissions that BOLTER alleges are attributable to WILSON are not "unlawful" within the meaning of Business and Professions Code section 17200, *et seq.*

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

(Business Judgment/Justification Rule)

As a Thirty-First Affirmative Defense, WILSON alleges that BOLTER's claims and relief or recovery in this matter are barred, in whole or in part, by the Business Judgment/Justification Rule.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

(Disguised Damages Claim)

As a Thirty-Second Affirmative Defense, WILSON alleges that BOLTER's claims for restitution are barred, in whole or in part, as they constitute disguised claims for damages.

**TWENTY-NINETH AFFIRMATIVE DEFENSE**

(Equity)

As a Thirty-Third Affirmative Defense, WILSON alleges that BOLTER's claims for restitution are barred, in whole or in part, because, without intending limitation, any monies that BOLTER paid to WILSON constituted compensation for services rendered by WILSON as BOLTER's agent and exclusive distributor for the nation of Indonesia. WILSON earned said compensation. It would be inequitable to require that WILSON return to BOLTER any compensation that it earned by working for BOLTER.

**THIRTIETH AFFIRMATIVE DEFENSE**

(All Other Affirmative Defenses)

As a Thirty-Fourth Affirmative Defense, WILSON alleges all other affirmative defenses that may potentially become available as a result of information developed through discovery or trial. Therefore, WILSON expressly reserves its right to amend its Answer and to assert additional affirmative defenses, and to supplement, alter or change its Answer and affirmative defenses upon revelation through discovery, trial, or otherwise of more definitive facts concerning the instant matter.

**PRAYER**

WHEREFORE, WILSON prays as follows:

1. That BOLTER take nothing by its suit.
2. That, if appropriate, WILSON be awarded its attorney's fees incurred in defense of the Claims.

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3. That WILSON be awarded its costs of defense in this action.
4. For such other and further relief as the Court may deem just and proper.

Dated: November 28, 2017

ROBIN WILSON

